

ORIGINAL

BEFORE THE
Federal Communications Commission

WASHINGTON, D.C. 20554

In the matter of)
)
Oakhill-Jackson Economic Development)
Corporation)
)
Licensee of Station KOJC(FM))
Cedar Rapids, Iowa)
)
Order to Show Cause Why the License)
for Station KOJC(FM), Cedar Rapids, Iowa)
Should Not Be Revoked)

RECEIVED
JUL 29 1996
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554
MM DOCKET NO. 96-47

DOCKET FILE COPY ORIGINAL

TO: Chief, Mass Media Bureau

PETITION FOR RECONSIDERATION

Oakhill-Jackson Economic Development Corporation (Oakhill) and Friendship Communications, Inc. (Friendship), the licensee of KWOE-AM, Waterloo, Iowa, file this Petition for Reconsideration of the Commission *Order*, DA96-1048 (released June 28, 1996). The *Order* revoked the license of Oakhill for KOJC(FM) and deleted the call sign.

A. Background.

The Mass Media Bureau released an *Order to Show Cause and Hearing Designation Order*, DA-96-337 (*HDO*) on March 19, 1996. The *HDO* directed Oakhill to show cause why its license for KOJC(FM) should not be revoked. By *Order*, FCC 96M-126 (released May 24, 1996), Administrative Law Judge Edward Luton terminated the hearing proceeding because Oakhill failed to file the requisite notice of appearance. The Judge also certified the case to the Commission.

In its June *Order*, the Commission concluded that KOJC(FM) "has been off the air since December 31, 1993, and off the air without authority since November 21, 1994." It further noted, "in light of the foregoing, we conclude that Oakhill-Jackson has no intent to resume broadcast

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operations and has violated Sections 73.1740 and 73.1750 of the Commission's rules." *Order* at ¶3. Consequently, the Commission revoked KOJC's license

The Commission's *Order* fails to even reference, much less take into account, matters significantly relevant to the license revocation. Specifically, the Commission corresponded by letter dated June 18, 1996 with Oakhill. In response to that June 18, 1996 letter, Oakhill provided a response dated June 20, 1996 addressed to William F. Caton, Acting Secretary. *See* Exhibit 1. The letter explains in detail why Oakhill is not on the air and explains that it intended to ensure that the station resume broadcast operations expeditiously by selling the station to Friendship. On June 7, 1996, Oakhill and Friendship filed an FCC Form 314 assignment application seeking authority to assign KOJC(FM) from Oakhill to Friendship. Friendship is committed to returning the station to the air on an expedited basis. *See* Exhibit 2.

B. Argument.

The public interest is not benefited by revocation of the KOJC(FM) license. This is not a situation where revocation is necessary in order to allow some possibly interested entity the chance to apply for a construction permit and then build and operate the station. In this situation, Friendship has affirmatively committed to returning the station to the air. There is no risk that the station will remain dark indefinitely unless the license is revoked. An assignment application seeking authority to assign the license was filed on June 7, 1996. The licensee, Oakhill, in agreeing to sell the facility, took steps to ensure the station would return to the air in an effort to avoid rescission of its license and provide service to the Cedar Rapids area.

Rescission of the license will likely result in no service for years to come. KOJC(FM) is a noncommercial educational station. Any entity wishing to utilize the frequency would be required

to file a new application, which would then be placed on cutoff. Processing of all mutually exclusive noncommercial applications is now frozen. *See Notice of Proposed Rulemaking, FCC 95-79* (released March 17, 1995). Therefore, any mutually exclusive application filed would virtually guarantee that no new construction permit for this facility would be issued for years.

Not only will the public interest be disserved by revocation of the license but, in revoking the license, the Commission has failed to engage in reasoned decision making. The Commission has failed to address any public interest benefits, which are significant, by granting the pending assignment application. *See Exhibit 3*. The Commission has also failed to even refer to its June 18, 1996 letter or, more importantly, to address Oakhill's June 20, 1996 response.¹

WHEREFORE, it is respectfully requested that the Commission reconsider its *Order* revoking the KOJC(FM) license and grant the pending FCC 314 assignment application.

Respectfully submitted,

**OAKHILL-JACKSON ECONOMIC
CORPORATION**

By Betty S. Daniels
Betty S. Daniels, President

FRIENDSHIP COMMUNICATIONS, INC.

By A. Wray Fitch III
A. Wray Fitch III
Its Counsel

GAMMON & GRANGE
8280 Greensboro Drive
Seventh Floor
McLean, VA 22102-3807
(703) 761-5000

July 19, 1996

¹ Undersigned counsel was unable to locate any relevant documents, other than the Asset Purchase Agreement, in the KOJC(FM) public file available in the FCC's Public Reference Room. On review of the file, on July 18, the only document in the file for 1996 is the assignment application. The ALJ's *Order*, the Commission's June 26 *Order*, the Commission's June 18 letter, and Ms. Daniel's June 20, 1996 letter are not in the file.

EXHIBIT 1

June 20, 1996

William F. Caton, Acting Secretary
Federal Communications Commission
1919 M Street, N.W., Room 222
Washington, D.C. 200554

Re: FCC Show Cause for Non-Revocation of License
Oakhill Economic Development Corp.
A Non-Profit/Non Commercial Radio Station
Known as KOJC-FM, Cedar Rapids, Iowa

Dear Mr. Caton:

We are responding to your letter dated June 18, 1996 in reference to the Show Cause for the license of KOJC not to be revoked.

This radio station went down in the summer of 1993 due to the fact that it could no longer operate without a sufficient amount funds. When I became involved with the radio station it was having internal struggle among its Board members. It soon became apparent that this group of people who were the Board members would soon be leaving. The elections for officers did occur at which time the hierarchy did change and its newest members were left with a radio station which did not have money and had more indebtedness than we all realized. We were forced to close because of this and due to its previous management burning bridges with our community. When did try to keep this radio station afloat but as soon as the money was coming in, it was going out and we found ourselves going "hand-to-mouth- all the time.

Our Engineer did correspond with the FCC for the first two years of our blackout period and did make every attempt to keep them abreast of what was occurring. This last year we have not corresponded with the FCC was due to our lack of understanding and due to personal problems that several of our Board members were experiencing, we lost track. I myself lost a parent.

Then we received a notification from the FCC in reference to a Show Cause hearing scheduled in Washington D.C. in which none of us could attend or could we afford an attorney to represent us. I then made a phone call to the judge who was to hear this case. The secretary informed me that if we could at least write or make an attempt to give a good reason than this license not be revoked we were to do so.

Our radio station has been recently corresponding with and is willing to sell its license to a radio station not far from the Cedar Rapids area. The name of this radio station is KWOF Christian Hit Radio. It has been our intention to try to put this radio station back on the air but due to the previous management bridges have been burned and we now feel that we should let it go. We are willing to let it go and assist a worthy group of people out of the Waterloo area to gain access to a greater listening audience.

Page Two

We have corresponded with a Mike Faccianni who is the General Manager of this radio station and he has agreed to have a part of our previous on-air staff assist him with a specific type of gospel music that he may not have access to and is willing to work with us as a community in a possible advisory capacity. This seems to us like a good match in ideas between to communities and we know as a radio station that it would be a long process for KWOE to apply for FM licensing.

We pray that you will give our arrangement and agreement with KWOE to grant them our license and at the same time with what we have been offered as payment for that licensing we can start to wipe clean the slate of past indebtedness of the KOJC.

We apologize for our lack of understanding and pray that the commission make a recommendation for KWOE. We also apologize for our lack of understanding and our lack of access to legal advice on which way to go on this. Note: Mr. Faccianni has been more than willing to assist us in cleaning up our mistake and is to be commended for being a good community person. He has been most patient in working with us and has traveled to our area which has been a convenience to us. Even though Mr. Faccianni will be coming from the Waterloo area we feel which is only an hour away from us, we still consider this to be a greater part of the Cedar Rapids area, it is clear that Mr. Faccianni has the time to do all of these things and we think that he and his staff are well deserving of this opportunity.

Please give all that we have said some consideration. We do know that we have made some mistakes which have been due to our lack of understanding and foresight at times.

We will wait for your correspondence. Thank your in advance for your consideration.

Sincerely,

Betty S. Daniels
KOJC Radio Station

EXHIBIT 2

DECLARATION

I, Mike Facciani, hereby declare under penalty of perjury that I am the President of Friendship Communications, Inc. Friendship Communications, Inc. is the proposed assignee of KOJC(FM), Cedar Rapids, Iowa. To the best of my knowledge and belief, Friendship Communications, Inc. can return KOJC(FM) to on-air operations within two months of consummation of the assignment of license to Friendship Communications, Inc.

7-19-96
Date

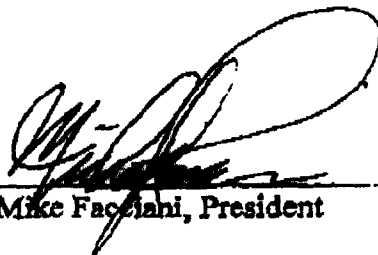

Mike Facciani, President

EXHIBIT 3

FILE COPY

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*NOT ADMITTED IN VIRGINIA
†OF COUNSEL

STAMP & RETURN

June 7, 1996

William F. Caton, Acting Secretary
Federal Communications Commission
1919 M Street, N.W., Room 222
Washington, D.C. 20554

- BY HAND -

Re: FCC Form 314 Assignment Application
Assignor: Oakhill Economic Development Corp.
Assignee: Friendship Communications, Inc.
Noncommercial KOJC-FM, Cedar Rapids, Iowa

Dear Mr. Caton:

Attached is a completed FCC Form 314 seeking authorization to assign the license of noncommercial educational Station KOJC-FM from Oakhill Economic Development Corp. to Friendship Communications, Inc. The Commission issued an *Order to Show Cause and Hearing Designation Order* on March 19, 1996 (MM Docket 96-47, DA96-337). The purpose of the *Show Cause Order* is to determine whether the license for KOJC should be revoked since Commission records indicate the station has been off the air since December 31, 1993. The proposed assignee is the operator and licensee of KWOE-AM in Waterloo, Iowa and is willing and capable of returning KOJC to the air on an expedited basis.

Please direct any questions concerning the assignee's portion of the application to the undersigned.

Respectfully submitted,

FRIENDSHIP COMMUNICATIONS, INC.

By


A. Wray Fitch III
Its Counsel

cc: Jacqueline Ellington (FCC 2025 M, Room 8210-A)(By Hand)
Mike Facciani
Betty Daniels (For Public File)

Approved by OMB
3060-0031
Expires 08/31/98

FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554

FCC 314

**APPLICATION FOR CONSENT TO
ASSIGNMENT OF BROADCAST STATION
CONSTRUCTION PERMIT OR LICENSE**

(Please read instructions before completing this form.)

FOR
FCC
USE
ONLY

FOR MASS MEDIA BUREAU USE ONLY

FILE NO.

Section I - GENERAL INFORMATION

1. APPLICANT NAME

Oakhill Economic Development Corp.

MAILING ADDRESS (Line 1) (Maximum 35 characters)

1119 - 7th Street, N.E.

MAILING ADDRESS (Line 2) (if required) (Maximum 35 characters)

CITY

Cedar Rapids

STATE OR COUNTRY (if foreign address)

IA

ZIP CODE

52401

TELEPHONE NUMBER (include area code)

319-363-0355

CALL LETTERS

KOJC

OTHER FCC IDENTIFIER (F APPLICABLE)

FOR MAILING THIS APPLICATION, SEE INSTRUCTIONS FOR SECTION 1

2. A. Is a fee submitted with this application?

☐ Yes ☒ No

B. If No, select the appropriate box to indicate reason for fee exemption (see 47 C.F.R. Section 1.1112) or reason a fee is not applicable and go to Question 3.

☐ Governmental Entity ☐ Noncommercial educational licensee ☐ Other (Please explain):

C. If item 2.A. is Yes, provide the following information:

Enter in Column (A) the correct Fee Type Code for the service you are applying for. Fee Type Codes may be found in the "Mass Media Services Fee Filing Guide." Column (B) lists the Fee Multiple applicable for this application. Enter in Column (C) the result obtained from multiplying the value of the Fee Type Code in Column (A) by the number listed in Column (B).

	(A) FEE TYPE CODE	(B) FEE MULTIPLE (if required)	(C) FEE DUE FOR FEE TYPE CODE IN COLUMN (A)	FOR FCC USE ONLY
(1)			\$	

To be used only when you are requesting concurrent actions which result in a requirement to list more than one Fee Type Code.

	(A)	(B)	(C)	FOR FCC USE ONLY
(2)			\$	

ADD ALL AMOUNTS SHOWN IN COLUMN C, LINES (1) THROUGH (2), AND ENTER THE TOTAL HERE.
THIS AMOUNT SHOULD EQUAL YOUR ENCLOSED REMITTANCE.

**TOTAL AMOUNT REMITTED
WITH THIS APPLICATION**

\$

FOR FCC USE ONLY

SECTION 1 (Page 2)

PART I - Assignor

1. Name of Assignor Oakhill Economic Development Corp.	Street Address 1119 - 7th Street, N.E.		
	City Cedar Rapids	State IA	ZIP Code 52401
	Telephone Number (include area code) 319-363-0355		

2. Authorization which is proposed to be assigned

(a) Call letters KOJC Location Cedar Rapids, IA

(b) Has the station commenced its initial program tests within the past twelve months?

☐ Yes ☒ No

If Yes, was the initial construction permit granted after comparative hearing?

☐ Yes ☐ No

If Yes, attach as an Exhibit the showing required by 47 C.F.R. Section 73.3597

Exhibit No.

(c) Has the license for the station been acquired through the Commission's Minority Ownership Policy?

☐ Yes ☐ No

If Yes, has the station been operated on-air for less than the past twelve months?

☐ Yes ☐ No

If Yes, attach as an Exhibit the showing required by 47 C.F.R. Section 73.3597.

Exhibit No.

3. Call letters of any SCA, FM or TV booster station, or associated auxiliary service stations (e.g., remote pickup, STL, inter-city relay) which are to be assigned:

4. Attach as an Exhibit a copy of the contract or agreement to assign the property and facilities of the station. If there is only an oral agreement, reduce the terms to writing and attach.

Exhibit No.
1

5. If this application is for assignment of a construction permit for an unbuilt station, submit as an Exhibit the detailed showings and declarations of the applicants required by 47 C.F.R. Section 73.3597 regarding the assignor's legitimate and prudent out-of-pocket expenditures and the retention, if any, of any interest in the station.

Exhibit No.

6. State in an Exhibit whether the assignor, or any party to the assignor:

Exhibit No.

(a) has any interest in or connection with an AM, FM or television broadcast station; or a broadcast application pending before the FCC; or

(b) has had any interest in or connection with any dismissed and/or denied application; or any FCC license which has been revoked.

The Exhibit should include the following information:

- (1) name of party with such interest;
- (2) nature of interest or connection, giving dates;
- (3) call letters or file number of application; or docket number and
- (4) location.

7. Since the filing of the assignor's last renewal application for the authorization being assigned or other application, has an adverse finding been made or an adverse final action taken by any court or administrative body with respect to the applicant or parties to this application in a civil or criminal proceeding, brought under the provisions of any law related to the following: any felony; mass media related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination?

☐ Yes ☒ No

If Yes, attach as an Exhibit a full description of the persons and matter involved, including an identification of the court or administrative body and the proceeding (by dates and file numbers) and the disposition of the litigation.

Exhibit No.

SECTION I - GENERAL INFORMATION

Part II - Assignee

1. Name of Assignee Friendship Communications, Inc.	Street Address 3232 Osage Road		
	City Waterloo	State IA	Zip Code 50703
	Telephone No. (include area code) 319-236-5700		

2. Does the contract submitted in response to Question 4, Part I of Section I embody the full and complete agreement between the assignor and assignee?

☒ Yes ☐ No

If No, explain in an Exhibit.

Exhibit No.

SECTION II - ASSIGNEE'S LEGAL QUALIFICATIONS

1. Assignee is:

☐ an individual ☐ a general partnership ☐ a for-profit corporation
☐ other ☐ a limited partnership ☒ a not-for-profit corporation

2. If the applicant is an unincorporated association or a legal entity other than an individual, partnership or corporation, describe in an Exhibit the nature of the applicant

Exhibit No.

3. Complete if applicable, the following certifications: N/A

- (a) Applicant certifies that no limited partner will be involved in any material respect in the management or operation of the proposed station.

☐ Yes ☐ No

If No, applicant must complete Question 4 below with respect to all limited partners actively involved in the media activities of the partnership.

- (b) Does any investment company (as defined by 15 U.S.C. Section 80 a-3), insurance company, or trust department of any bank have an aggregated holding of greater than 5% but less than 10% of the outstanding votes of the applicant?

☐ Yes ☐ No

If Yes, applicant certifies that the entity holding such interest exercises no influence or control over the applicant, directly or indirectly, and has no representatives among the officers and directors of the applicant.

☐ Yes ☐ No

SECTION II - ASSIGNEE'S LEGAL QUALIFICATIONS (Page 2)

NOTE: The terms "applicant and "parties to this application" are defined in the instructions for Section II of this form. Complete information as to each "party to this application" is required. If the applicant considers that to furnish complete information would pose an unreasonable burden, it may request that the Commission waive the strict terms of this requirement with appropriate justification.

4. List the applicant, and, if other than a natural person, its officers, directors, stockholders and partners with attributable interests. Use one column for each individual or entity. Attach additional pages if necessary.

(Read carefully - The numbered items below refer to line numbers in the following table.)

- a. Name and residence of the applicant and, if applicable, its officers, directors, stockholders, or partners (if other than individual also show name, address and citizenship of natural person authorized to vote the stock). List the applicant first, officers next, then directors and, thereafter, remaining stockholders and partners.

NOTE: Radio Applicants ONLY: Radio applicants need not respond to subparts g. and h. of the table. Instead, proceed and respond to Questions 5, 6 and 7, Section II below.

- g. Other existing attributable interests in any broadcast station, including the nature and size of such interests.

- h. All other ownership interests of 5% or more (whether or not attributable), as well as any corporate officership or directorship, in broadcast, cable, or newspaper entities in the same market or with overlapping signals in the same broadcast service, as described in 47 C.F.R. Section 73.3555 and 76.501, including the nature and size of such interests and the positions held.

- b. Citizenship.
c. Office or directorship held.
d. Number of shares or nature of partnership interests.
e. Number of votes.
f. Percentage of votes.

a.	Michael Facciani 426 Vermont Street Waterloo, IA 50701	Mea Facciani 426 Vermont Street Waterloo, IA 50701	
b.	USA	USA	
c.	President/Director	Director	
d.	N/A	N/A	
e.	One	One	
f.	50%	50%	
g.	N/A	N/A	
h.	N/A	N/A	

SECTION 11 - ASSIGNEE'S LEGAL QUALIFICATIONS (Page 3)

RADIO APPLICANTS ONLY NEED TO RESPOND TO QUESTIONS 5, 6 AND 7.

5. Does the applicant, or any party to the application, own, or have an attributable interest in: (a) any AM, FM or TV station; or (b) a daily newspaper in the same market(s) as the station(s) being acquired? ☐ Yes ☒ No

6. Does the applicant, or any party to the application, broker more than 15 percent of the broadcast hours per week of any AM or FM station in a market in which the applicant, or party to the application, has an attributable interest in any AM or FM station? See 47 C.F.R. Section 73.3555(a) for definition of "radio market." ☐ Yes ☒ No

If the answer to 5 or 6 is Yes, set forth in an Exhibit, name of party having interest; nature of the interest; call letters and location of stations involved; and identification of newspaper, where applicable.

Exhibit No.

7. Does the principal community service contour (predicted or measured 5 mV/m groundwave contour for AM; predicted 3.16 mV/m contour for FM) of any AM or FM station being acquired overlap the principal community service contour of:

(a) an AM or FM station which is directly or indirectly owned, operated or controlled by the applicant or any party to the application; or ☐ Yes ☒ No

(b) an AM or FM station at which more than 15 percent of the broadcast time per week is brokered by the applicant or any party to the application? ☐ Yes ☒ No

If the answer to (a) or (b) is Yes, do you certify that the ownership interests which will result from grant of the application(s) comply with 47 C.F.R. Section 73.3555(a), or that appropriate waivers of that section are herein sought? ☐ Yes ☐ No

If Yes, attach a separate Exhibit containing the market and audience information necessary to demonstrate compliance.

Exhibit No.

Note: With reference to the Radio Contour Overlap Rule of 47 C.F.R. Section 73.3555(a), the applicant's Exhibit must include: (i) a map that clearly identifies, by relevant contours, the location and geographic coverage of the market or markets involved; (ii) the number of commercial AM and FM stations counted as being in the market or markets, including a map that shows the principal community contours of the stations that define the market or markets and the principal community contours of all commercial stations intersecting with the principal community contours of these stations; (iii) for markets with 15 or more commercial radio stations, a combined audience share figure, the basis and/or source material for this figure, and the results and qualification of any commissioned audience survey or alternative showing used; and (iv) the call letters and locations of all stations in the market or markets that are, or are proposed to be, commonly owned, operated or controlled, including any AM or FM station in the market for which the applicant or any party to the application brokers more than 15 percent of that station's broadcast time per week.

8. Does the applicant, or any party to the application, have:

(a) a petition pending to migrate to the expanded band (1605-1705 kHz)? ☐ Yes ☒ No

(b) a permit or license in either the existing band (535-1605 kHz) or expanded band (1605-1705 kHz) that is held in combination with the station(s) proposed to be sold? ☐ Yes ☒ No

If Yes, provide particulars as an Exhibit.

Exhibit No.

SECTION II - ASSIGNEE'S LEGAL QUALIFICATIONS (Page 4)

9. Does the applicant or any party to this application have any interest in or connection with a broadcast application pending before the FCC?

☐ Yes ☒ No

10. Has the applicant or any party to this application had any interest in or connection with the following:

(a) an application which has been dismissed with prejudice by the Commission?

☐ Yes ☒ No

(b) an application which has been denied by the Commission?

☐ Yes ☒ No

(c) a broadcast station, the license of which has been revoked?

☐ Yes ☒ No

(d) an application in any Commission proceeding which left unresolved character issues against the applicant?

☐ Yes ☒ No

If the answer to any of the questions in 9 or 10 is Yes, state in an Exhibit the following information:

Exhibit No.

(1) Name of party having interest;

(2) Nature of interest or connection, giving dates;

(3) Call letters of stations or file number of application or docket; and

(4) Location.

11. (a) Are any of the parties to this application related (as husband, wife, father, mother, brother, sister, son or daughter) either to each other or to individuals holding nonattributable interests of 5% or more in the applicant?

☒ Yes ☐ No

(b) Does any member of the immediate family (i.e., husband, wife, father, mother, brother, sister, son or daughter) of any party to this application have any interest in or connection with any other broadcast station, pending broadcast application, newspaper in the same area (see 47 C.F.R. Section 73.3555(c)) or, in the case of a television station applicant only, a cable television system in the same area (see 47 C.F.R. Section 76.501(a))?

☐ Yes ☒ No

If the answer to (a) or (b) above is Yes, attach as an Exhibit a full disclosure concerning the persons involved, their relationship, the nature and extent of such interest or connection, the file number of such application, and the location of such station or proposed station.

Exhibit No.
2

12. (a) Do individuals or entities holding nonattributable interests of 5% or more in the applicant have an attributable ownership interest or corporate officership or directorship in a broadcast station, newspaper or CATV system in the same area? (See Instruction B to Section II.)

☐ Yes ☒ No

(b) Does any member of the immediate family (i.e., husband, wife, father, mother, brother, sister, son or daughter) of an individual holding a nonattributable interest of 5% or more in the applicant have any interest in or connection with any other broadcast station, pending broadcast application, newspaper in the same area (see 47 C.F.R. Section 73.3555(c)) or, in the case of a television station applicant only, a cable television system in the same area (see 47 C.F.R. Section 76.501(a))?

☒ Yes ☐ No

If the answer to (a) and/or (b) above is Yes, attach as an Exhibit a full disclosure concerning the persons involved, their relationship, the nature and extent of such interest or connection, the file number of such application, and the location of such station or proposed station.

Exhibit No.
2

SECTION 11 - ASSIGNEE'S LEGAL QUALIFICATIONS (Page 5)

13. (a) Is the applicant in violation of the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments? (See Instruction C to Section II)

☐ Yes ☒ No

(b) Will any funds, credits or other financial assistance for the construction, purchase or operation of the station(s) be provided by aliens, foreign entities, domestic entities controlled by aliens, or their agents?

☐ Yes ☒ No

If the answer to (b) above is Yes, attach as an Exhibit a full disclosure concerning this assistance.

Exhibit No.

14. Has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the applicant or parties to this application in a civil or criminal proceeding, brought under the provisions of any law related to the following: any felony; mass media related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination?

☐ Yes ☒ No

If Yes, attach as an Exhibit a full disclosure concerning the persons and matters involved, including an identification of the court or administrative body and the proceeding (by dates and file numbers), a statement of the facts upon which the proceeding was based or the nature of the offense committed, and a description of the disposition of the matter.

Exhibit No.

15. Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)?

☐ Yes ☒ No

If Yes, provide particulars in an Exhibit.

Exhibit No.

16. Do documents, instruments, agreements or understandings for the pledge of stock of a corporate applicant, as security for loans or contractual performance, provide that (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of stockholder rights by the purchaser at such sale, the prior consent of the Commission (pursuant to 47 U.S.C. Section 310(d)) will be obtained?

☐ Yes ☐ No
☒ Does Not Apply

If No, attach as an Exhibit a full explanation.

Exhibit No.

SECTION III - ASSIGNEE'S FINANCIAL QUALIFICATIONS

The applicant certifies that sufficient net liquid assets are on hand or are available from committed re-sources to consummate the transaction and operate the facilities for three months.

☒ Yes ☐ No

SECTION IV - ASSIGNEE'S PROGRAM SERVICE STATEMENT

Attach as an Exhibit a brief description, in narrative form, of the planned programming service relating to the issues of public concern facing the proposed service area.

Exhibit No.

2

SECTION V - ASSIGNEE'S EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

Does the applicant propose to employ five or more fulltime employees?

☐ Yes ☒ No

If the answer is Yes, the applicant must include an EEO program called for in the separate Model EEO Program Report (FCC Form 396-A).

SECTION VI - CERTIFICATION

Part I - Assignor

1. Has or will the assignor comply with the public notice requirement of 47 C.F.R. Section 73.3580?

☐ Yes ☐ No

2. By checking Yes, the applicant certifies that, in the case of an individual applicant, he or she is not subject to a denial of federal benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862, or, in the case of a non-individual applicant (e.g., corporation, partnership or other unincorporated association), no party to the application is subject to a denial of federal benefits that includes FCC benefits pursuant to that section. For the definition of a "party" for these purposes, see 47 C.F.R. Section 1.2002(b).

☐ Yes ☐ No

The ASSIGNOR acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The ASSIGNOR represents that this application is not filed by it for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict.

In accordance with 47 C.F.R. Section 1.65, the ASSIGNOR has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

I certify that the ASSIGNOR'S statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Name of Assignor	Signature
Oakhill Economic Development Corp.	<i>Betty J. Daniels</i>
Title	Date
	5/29/96

SECTION VI - CERTIFICATION (Page 2)

Part II - Assignee

By checking Yes, the applicant certifies that, in the case of an individual applicant, he or she is not subject to a denial of federal benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862, or, in the case of a non-individual applicant (e.g., corporation, partnership or other unincorporated association), no party to the application is subject to a denial of federal benefits that includes FCC benefits pursuant to that section. For the definition of a "party" for these purposes, see 47 C.F.R. Section 1.2002(b).

☐ Yes ☐ No

The ASSIGNEE hereby waives any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and requests an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

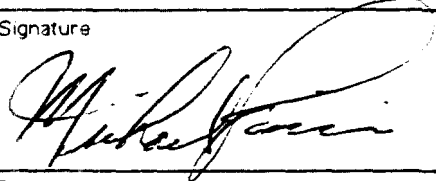
The ASSIGNEE acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all its exhibits are a material part hereof and are incorporated herein.

The ASSIGNEE represents that this application is not filed by it for the purpose of impeding, obstructing or delaying determination on any other application with which it may be in conflict.

In accordance with 47 C.F.R. Section 1.65, the ASSIGNEE has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OF CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

I certify that the ASSIGNEE'S statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Name of Assignee Friendship Communications, Inc.	Signature 
Title	Date

FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

The solicitation of personal information requested in this application is authorized by the Communications Act of 1934, as amended. The Commission will use this information to determine whether grant of this application is in the public interest. In reaching that determination, or for law enforcement purposes, it may become necessary to refer personal information contained in this form to another government agency. In addition, all information provided in this form will be available for public inspection. If information requested on the form is not provided, processing of the application may be delayed or the application may be returned without action pursuant to the Commission's rules. Your response is required to obtain the requested authority.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 93-579, DECEMBER 31, 1974, 5 U.S.C. 552(e)(3) AND THE PAPERWORK REDUCTION ACT, P.L. 96-511, DECEMBER 11, 1980, 44 U.S.C. 3507.

EXHIBIT 1

ASSET PURCHASE AGREEMENT

This Purchase Agreement (the "Agreement") dated as of May 29, 1996 by and between Oakhill Economic Development Corp. ("Seller") and Friendship Communications, Inc. ("Buyer"), an Iowa nonprofit corporation.

RECITALS:

1. Seller is the licensee of noncommercial station KOJC(FM), Cedar Rapids, Iowa, and holds the authorizations issued by the Federal Communications Commission (the "FCC") for the operation of the station.

2. Buyer desires to acquire some of the assets of the Seller, and Seller is willing to convey such assets to Buyer, subject to the terms and conditions set forth in this Agreement.

3. The purchase and sale contemplated herein is subject to approval by the FCC.

NOW THEREFORE, in consideration of the mutual covenants contained herein, Seller and Buyer hereby agree as follows:

ARTICLE I

TERMINOLOGY

- 1.1 Act. The Communications Act of 1934, as amended.
- 1.2 Closing Date. The date determined as the Closing Date as provided in Section 7.1.
- 1.3 FCC. Federal Communications Commission.
- 1.4 FCC Licenses. The authorizations of the FCC for the operation of the Station as listed in Schedule 2.1(b).
- 1.5 FCC Order. An order or decisions of the FCC granting its consent to the assignment of the FCC Licenses to Buyer.

1.6 Final Action. An action of the FCC that has not been reversed, stayed, enjoined, set aside, annulled or suspended, with respect to which no timely petition for reconsideration or administrative or judicial appeal or sua sponte action of the FCC with comparable effect is pending and as to which the time for filing any such petition or appeal (administrative or judicial) or for the taking of any such sua sponte action of the FCC has expired.

1.7 Station. Noncommercial educational Station KOJC(FM), Cedar Rapids, Iowa.

1.8 Tangible Personal Property. The personal property described in Schedule 2.1(a).

ARTICLE II

PURCHASE AND SALE OF ASSETS

2.1 Transfer of Assets. On the terms and conditions here set forth, at the Closing, Seller shall sell, assign, transfer, and convey to Buyer, and Buyer shall purchase and acquire from Seller, the assets described below, free and clear of all liens (except as hereinafter expressly permitted).

(a) Personal Property. Title to the personal property as set forth in Schedule 2.1(a) hereto.

(b) FCC Licenses. All FCC licenses necessary to operate the Station as set forth in Schedule 2.1(b).

(c) Leases. Lease Agreement as provided in Schedule 2.1(c).

2.2 Excluded Assets. The following are expressly excluded from the Station Assets to be purchased and sold:

(a) Cash on hand as of the Closing Date:

(b) Deposit accounts as of the Closing Date:

(c) All other assets not specifically included in Schedules 2.1(a), 2.1(b), and 2.1(c).

2.3 No Assumption of Liabilities. Buyer shall assume no liabilities or obligations of Seller, including, without limitation, accounts payable, debts, liabilities, and other obligations, whether pursuant to a contract or otherwise, except as otherwise specifically provided in this Agreement.

2.4 Purchase Price and Terms of Payment. The purchase price (the "Purchase Price") to be paid by Buyer to Seller shall be **FIFTEEN THOUSAND DOLLARS (\$15,000)**.

ARTICLE III

NO REPRESENTATIONS AND WARRANTIES

Neither party hereto has made to the other, and neither party hereto has relied upon, any representation, inducement, affirmation, or warranty whatsoever with regard to the Station.

ARTICLE IV

OTHER COVENANTS

4.1 Governmental Consents. Seller and Buyer shall file with the FCC within five (5) business days after the execution of this Agreement such application and other documents in the name of Seller or Buyer, as appropriate, as may be necessary or advisable to obtain the FCC Order. Seller and Buyer shall take all commercially reasonable steps necessary to prosecute such filings with diligence and shall diligently oppose any objections to, appeals from or petitions to reconsider such approval of the FCC, to the end that the FCC Order and a Final Action with respect thereto may be obtained as soon as practicable. Seller shall not knowingly take, nor knowingly permit the Seller to take, and Buyer covenants that neither Buyer nor any shareholder, officer or director of Buyer shall knowingly take, any action that such party knows or has reason to know would materially and

adversely affect or materially delay issuance of the FCC Order or materially and adversely affect or materially delay its becoming a Final Action unless such action is requested or required by the FCC or its staff. Should Buyer or Seller become aware of any facts not disclosed which could reasonably be expected to materially and adversely affect or materially delay issuance of the FCC Order or delay its becoming a Final Action, such party shall promptly notify the other party thereof in writing.

4.2 Reasonable Efforts. Subject to the terms and conditions of this Agreement, each of the parties hereto will use its reasonable efforts to take all action and to do all things necessary, proper or advisable to satisfy any condition to the parties' obligations hereunder in its power to satisfy and to consummate and make effective as soon as practicable the transactions contemplated by this Agreement.

ARTICLE V

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF BUYER TO CLOSE

Buyer's obligation to close the transaction contemplated by this Agreement is subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions, unless waived by Buyer in writing:

5.1 Accuracy of Representations; Closing Certificate. The representations of Seller contained in this Agreement shall be complete and correct in all material respects on the Closing Date, except for changes permitted under this Agreement.

5.2 Performance of Agreement. Seller shall have performed in all material respects all of its obligations required by this Agreement to be performed or complied with by it prior to or upon the Closing Date.

5.3 FCC and Other Consents.

(a) The FCC Order shall have been issued by the FCC and shall have become a Final Action under the rules of the FCC and applicable law without a material adverse condition affecting Buyer.

(b) Conditions which the FCC Order or any order, ruling or decree of any judicial or administrative body relating thereto or in connection therewith specifies and requires to be satisfied prior to transfer of control of the Station to Buyer shall have been satisfied.

5.4 Delivery of Closing Documents. Seller shall have delivered or caused to be delivered to Buyer on the Closing Date each of the documents required to be delivered pursuant to Section 7.2.

ARTICLE VI

**CONDITIONS PRECEDENT TO THE
OBLIGATION OF SELLER TO CLOSE**

The obligation of Seller to close the transaction contemplated by this Agreement is subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions, unless waived by Seller in writing:

6.1 Accuracy of Representations. The representations of Buyer contained in this Agreement shall be complete and correct in all material respects on the date hereof and at the Closing Date with the same effect as though made at such time, except for changes that are not materially adverse to Seller.

6.2 Performance of Agreements. Buyer shall have performed in all material respects all of its covenants, agreements and obligations required by this Agreement or referenced by this Agreement to be performed or complied with by it prior to or upon the Closing Date including, but